

License Terms

for software by EkoBIT, spol. s r.o.

NOTICE: BEFORE DOWNLOADING, INSTALLING, COPYING, OR USING THE SOFTWARE, PLEASE READ THE LICENSE TERMS BELOW. BY DOWNLOADING, INSTALLING, COPYING, OR USING THE SOFTWARE, YOU EXPRESS YOUR AGREEMENT WITH THESE LICENSE TERMS.

By purchasing this software, you have acquired the right to use software by EkoBIT, spol. s r.o. under the conditions set forth in these license terms. Purchasing this software does not make you its owner; however, subject to compliance with the conditions below, you become an authorized user of this software.

Software by EkoBIT, spol. s r.o. is protected by Copyright, and its use is governed by the relevant legal regulations. These license terms detail the conditions under which you may use the software made by EkoBIT, spol. s r.o.

I. Basic Provisions

The software of EkoBIT, spol. s r.o. (hereinafter the “software”) remains the property of EkoBIT, spol. s r.o., Company ID No.: 06694985, with its registered office at Peroutkova 531/81, 158 00 Prague 5 – Jinonice, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 287263 (hereinafter “EkoBIT”). EkoBIT is solely entitled to exercise the proprietary rights associated with this software. EkoBIT’s rights are protected by applicable legal regulations.

EkoBIT grants permission to use the software based on a license provided for an agreed fee in the agreed amount and subject to the payment of a regular service fee for the maintenance and updates of the software according to EkoBIT’s current price list. The conditions for granting the license are further specified in these license terms, particularly defining the scope of the right to use the software.

By confirming your agreement to these license terms, you acknowledge that you have read these terms, you expressly agree to their content, and you expressly acknowledge that these license terms form part of the agreement between you and EkoBIT. You further undertake to comply with these terms.

II. License Terms

EkoBIT grants you a non-transferable, non-exclusive license to use the software within the territory of the Czech Republic and only to the extent necessary for the proper use of the software. The license authorizes you to create, use, or install a copy of the software only to the agreed extent. You must refrain from creating, using, or installing a copy of the software on more computers than agreed under these license terms. For each additional copy of the software, you must obtain an additional license.

EkoBIT provides you with a license for as long as the license fee is duly paid. EkoBIT is entitled to limit, suspend, or deactivate the license in the event that you fail to pay the license fee or any other agreed payment properly and on time.





The software is deemed to be in use when the installed product is accessed, displayed, opened, or launched, regardless of the medium used to access the product (e.g., diskless workstations, terminals, standalone computers, etc.).

For the purposes of these license terms, the term "computer" includes, but is not limited to, client hardware devices, standalone computers, workstations, terminals, handheld PCs, pagers, "smart" phones, or other digital electronic devices that allow the use of EkoBIT's software.

You are not authorized to provide the license or any authorization forming part of the license, in whole or in part, to any third party in any manner whatsoever; in particular, you may not transfer, assign, lend, make available, or otherwise permit any use of the authorization forming part of the license or of the license itself, whether on a temporary or permanent basis, to any third party. Furthermore, you may not interfere with the software in any way, make any modifications or changes unrelated to client settings, alter its source code, its name, or the author's designation, create copies, reproductions, or imitations of the software, or otherwise disrupt the functionality of the software or perform reverse engineering (i.e., modify, adapt, reverse analyze the software, or carry out any similar operations). In the event of a breach of this provision, you must pay EkoBIT a contractual penalty of CZK 50,000 for each individual breach. EkoBIT's right to claim damages remains unaffected in its entirety. You are obliged to take measures to ensure that neither your employees nor any third parties contracted by you violate the obligations stated in this paragraph.

You are obligated to refrain from any conduct that is contrary to fair commercial practices, good competitive conduct, or good morals, in particular from any conduct that would misuse any information about the software for your own benefit or the benefit of a third party.

If you are authorized by EkoBIT to sell or otherwise dispose of a computer on which the software is installed, you must ensure that the copy of the software on that computer is completely erased. This provision also applies to any part of the computer (e.g., selling the hard drive).

You acquire the right to be granted a license under these license terms only on the condition that you have duly paid the fee for the provision of the software. EkoBIT is entitled to limit, suspend, or deactivate the license if you fail to pay the license fee or any other agreed payment properly and on time.

EkoBIT is also entitled to limit, suspend, or deactivate the license if you use the software in violation of these license terms, in violation of generally binding legal regulations, or if the software is being misused.

EkoBIT may limit or suspend the use of the software for the time necessary to maintain, modify, or repair the software, in the event of a threat to or violation of the software or data protection, or for any other important reason.

These license terms are presented for your acceptance prior to the commencement of software installation. If you do not agree with these license terms, you may not install or otherwise use the software.

By violating the above license terms, you lose the right to use the software, and EkoBIT has the right to take all legal measures to prevent the unauthorized use of the software.



III. Warranty and Liability

EkoBIT declares that the software has the content and functional properties corresponding to the level stated in EkoBIT's accompanying written materials. EkoBIT does not guarantee that the software will operate without interruption or that it is compatible with all computer programs or components.

The software is designed and offered as a product of a general nature, not for any specific purpose. EkoBIT notes that no product is error-free, especially in connection with the use of other software products and the possibility of user intervention. Therefore, EkoBIT recommends regular data backups. EkoBIT shall not be liable for the software's compatible operation with other software you use on your devices. EkoBIT shall also not be liable for any potential negative impact of the software on the operation of other software on your devices.

EkoBIT provides a warranty that the software will operate in accordance with the accompanying written materials for a period of 90 days from the date of receipt. The provided warranty shall become void if the software malfunction is caused by an accident or by incorrect or improper use.

You must report any defects, other errors, or non-functionality of the software without undue delay after their discovery, but no later than three business days thereafter. Claims regarding defects will not be considered if they are not raised properly and in a timely manner in accordance with these license terms, if they were caused by an accident, incorrect use of the software, or its misuse or an attempt to misuse it.

In case of a properly filed claim regarding a defect, you are entitled, at EkoBIT's discretion, to either a repair or replacement of the software that does not meet the conditions of the provided warranty. When asserting your claim, you must present EkoBIT with a valid proof of purchase of the software from EkoBIT or its authorized resellers.

EkoBIT shall not be liable for any damage, defects, non-functionality, or errors caused by improper installation of the software, especially if it has been installed contrary to EkoBIT's recommended requirements.

You must ensure the professional competence of the persons using the software. EkoBIT shall not be liable for any loss or corruption of your data arising from the use of the software.

EkoBIT shall not be liable for the fact that the software does not include any legislative changes that were not known to EkoBIT at the time the software was produced or that it does not operate on hardware not available at the time the software was produced.

EkoBIT shall not be liable for any direct or indirect damages or other property or non-property losses caused by inappropriate use, accident, or misuse of the software, including damages and costs associated with loss of profit, loss of goodwill, data, or computer programs. "Inappropriate use" under this provision means, in particular, any act or omission in violation of these license terms, instructions, recommendations, or EkoBIT's accompanying written materials or those of other manufacturers.

EkoBIT shall not be liable for any damage exceeding the damage that, at the time of entering into the license agreement, it foresaw or could have foreseen as a possible consequence of a breach of its obligations.





considering the facts that EkoBIT knew or should have known at that time while exercising ordinary care.

EkoBIT's liability for all cases arising from the mutual commercial relationship is limited to the amount of the agreed remuneration for the license.

IV. Protection of Data and Information

The software, its accompanying written materials, and its other components and accessories constitute confidential information of EkoBIT, intended solely for you and not for third parties. You are obligated to protect data and communications designated as confidential, trade secrets, and EkoBIT's security measures from any breach of confidentiality, in particular by taking reasonable steps to safeguard the information against theft, damage, or unauthorized disclosure by third parties.

Disclosing the aforementioned information to third parties may result in damage or property or non-property harm, which EkoBIT is prepared to seek from those individuals whose acts or omissions caused such damage or harm.

V. Final Provisions

These license terms and the rights and obligations of the contracting parties arising therefrom are governed by the laws of the Czech Republic, and the jurisdiction of the Czech courts shall apply to any disputes. In the event of any dispute between you and EkoBIT to be decided by a general court, the court of local jurisdiction at the first instance shall be the court in the district where EkoBIT has its registered office. However, the contracting parties undertake to make every effort to settle all potential disputes arising from or related to the contract and these license terms amicably.

If a written agreement concluded between you and EkoBIT contains terms that differ from these license terms, the written agreement shall take precedence.

Should any provision of these license terms be or become invalid or ineffective, a provision whose meaning most closely reflects the invalid provision shall replace it. The invalidity or ineffectiveness of one provision of these license terms does not affect the validity of the remaining provisions.

EkoBIT reserves the right to change the content of these license terms on an ongoing basis. EkoBIT will enable you to become acquainted with any changes to the license terms in an appropriate manner, for example via EkoBIT's website.

Additional rights and obligations of the contracting parties are governed by EkoBIT's General Terms and Conditions, which are available on EkoBIT's website. You must carefully review their content before accepting these license terms. By accepting these license terms, you confirm that you have thoroughly reviewed EkoBIT's General Terms and Conditions.

These license terms become valid and effective upon the conclusion of the contract and the approval of EkoBIT's General Terms and Conditions and these license terms.

